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FILED
DECEMBER 20, 2007
MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

07 C 7149

ALLIANZ GLOBAL RISKS U.S. INSURANCE COMPANY, as subrogee of Buffets Holdings, Inc.,	)	
Plaintiff,	)	No.:
v.	)	Honorable: JUDGE DER-YEGHIAYAN MAGISTRATE JUDGE NOLAN
NOVAK CONSTRUCTION COMPANY, an Illinois Corporation,	)	
Defendant.	)	

COMPLAINT AND JURY DEMAND

NOW COMES Plaintiff, ALLIANZ GLOBAL RISKS U.S. INSURANCE COMPANY, (hereinafter, "Allianz"), as subrogee of Buffets Holdings, Inc. (hereinafter, "Buffets"), by and through its attorneys, Foran Glennon Palandech & Ponzi PC, and for its Complaint against Defendant Novak Construction Company (hereinafter, "Novak Construction"), states as follows:

JURISDICTION

Jurisdiction is founded upon diversity of citizenship pursuant to 28 U.S.C. § 1332. Plaintiff Allianz is a California corporation with its principal place of business in Burbank, California. Upon information and belief, Defendant Novak Construction Company is an Illinois Corporation with its principal place of business in Chicago, Illinois. The matter in controversy is in excess of $75,000.00, exclusive of interests and costs.

The loss occurred in Cook County, Illinois in the Northern District of Illinois, Eastern Division. Subject matter jurisdiction exists in the Northern District of Illinois, Eastern Division, pursuant to 28 U.S.C. § 1332.

FACTUAL ALLEGATIONS

1. At all relevant times, Buffets owned and operated an Old County Buffet restaurant located at 445 East Palatine Road, Arlington Heights, Illinois (hereinafter, the "Restaurant").

2. The Restaurant was located in a shopping mall owned by the Town & Country Plaza.

3. This action arises from a fire at the Restaurant on or about March 12, 2006.

4. At all relevant times, Defendant Novak Construction was an Illinois corporation engaged in providing general contracting services, with its principal place of business at 3423 N. Drake Ave., 2nd Floor, Chicago, Illinois 60618.

5. Prior to March 12, 2006, Town & Country hired Defendant Novak Construction to act as the general contractor in a remodeling project at the shopping center, including work on the Buffets location.

6. During the course of construction, it became necessary to remove signage for the Buffets restaurant.

7. Novak Construction removed the signage without locking out the circuit for the sign.

8. The circuit was later reenergized, resulting in a fire at the Restaurant.

9. As a result of that fire, Buffets suffered damages in an amount in excess of the jurisdictional limit, $75,000.00.

10. Plaintiff Allianz provided property insurance to Buffets pursuant to Policy No. 3005711.

11. As a result of the March 12, 2006 fire damage, Buffets made a claim to Allianz under Policy No. 3005711.

12. Pursuant to its policy of insurance, Allianz was required to pay and did pay to Buffets an amount in excess of $75,000.00.

13. With that payment, Allianz has become subrogated to the rights of Buffets to the extent of such payment.

COUNT I – NEGLIGENCE

14. Allianz hereby incorporates by reference paragraphs 1 through 13 as if fully stated herein.

15. At all relevant times, Defendant was responsible for performing construction services at the Buffets restaurant.

16. In performing those construction services, Defendant owed a duty to Buffets to act in a safe, careful and workmanlike manner.

17. Defendant breached its duty to Buffets through the following acts and/or omissions constituting negligence, including but not limited to:

a. improperly removing the signs;

b. failing to inspect the circuit following the removal of the signs to ensure that it was properly locked out;

c. failing to warn Buffets that the sign was improperly removed, so that it could act accordingly to prevent damage to property;

d. failing to observe applicable safety standards in the removal of the sign;

e. failing to properly train its employees in the removal of signs;

f. failing to take all reasonable and necessary precautions to prevent the fire;

g. failing to supervise its employees with respect to the removal of the sign;

h. failing to use due care and safety in performing its work;

i. violating federal, state and local codes, statutes and/or ordinances;

j. any and all other acts and/or omissions constituting negligence, which become known through the course of discovery.

18. As a direct and proximate result of Defendant's negligence, Buffets suffered damage in an amount in excess of $75,000.00.

19. As a result of this damage, Buffets made a claim to Allianz.

20. Pursuant to its policy of insurance, Allianz was required to pay and did pay to Buffets an amount in excess of $75,000.00.

21. With that payment, Allianz has become subrogated to the rights of Buffets to the extent of such payment.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in favor of Plaintiff and against Defendant, together with costs, interest, attorney fees, and such other relief as this Court deems proper and just.

JURY DEMAND

Plaintiff, ALLIANZ GLOBAL RISKS U.S. INSURANCE COMPANY, as subrogee of Buffets Holdings, Inc. demands a trial by jury.

Respectfully submitted,

ALLIANZ GLOBAL RISKS U.S. INSURANCE COMPANY, as subrogee of Buffets Holdings, Inc.,

By: s/ Megan E. Ritenour
One of its attorneys

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